

# Electronically Recorded

Official Public Records

Tarrant County Texas

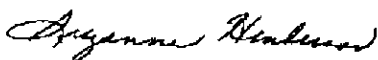
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Submitter: SIMPLIFILE

**D209251820**

2 Pages



Suzanne Henderson

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

## AMENDMENT AND CORRECTION TO OIL AND GAS LEASE

**State:** Texas  
**County:** Tarrant  
**Lessor:** RCL Building Partners, L.P.  
**Lessee:** XTO Energy Inc.  
**Effective Date:** July 18, 2005

Lessee, named above, is the present owner of the Oil and Gas Lease (the "Lease") dated July 18, 2005, executed by Lessor, named above, in favor of Plover Production Company, L.P., recorded in Tarrant County Clerk's Document No. D206188237, Official Public Records of Tarrant County, Texas, said Lease being subject to Amendment dated November 30, 2006, and recorded in Tarrant County Clerk's Document No. D206374098, Official Public Records of Tarrant County, and subject to Assignment to Lessee, named above, dated August 1, 2007, and recorded in Tarrant County Clerk's Document No. D208015103, Official Public Records of Tarrant County, Texas.

Since the execution and recording of the Lease, it has been discovered that the description of the lands contained in the Lease is incorrect. Lessor and Lessee desire to correct the land description in the Lease to accurately identify the lands covered by the Lease.

For adequate consideration, Lessor and Lessee acknowledge and agree that the description of the lands covered by and subject to the Lease is corrected so that the Lease covers the following lands located in the county and state named above (the "Corrected Lands"):

1.823 acres, more or less, out of the B.J. Foster Survey, Abstract No. 520, Tarrant County, Texas, being Lot 1R, Block 8, Benbrook Industrial Park, Phase II, an addition to the City of Benbrook, Texas, according to a plat thereof recorded in Cabinet A, Slide 7499, Plat Records, Tarrant County, Texas.

It is the desire of the Lessor and Lessee to further amend the Lease as to the particular provisions set out below.

For adequate consideration, Lessor and Lessee amend the Lease by incorporating into it the following terms, as if originally contained in the Lease:

The pooling provision (Paragraph 7) provides that a unit for a horizontal well may include the "...additional acreage as provided for a proration unit for a horizontal well in Section 7 above...".

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This reference in Paragraph 7 to the size of a horizontal proration unit should have been a reference to Section 6(d) of the Lease, not Section 7.

If the amendment(s), set out above, varies from a provision(s) or term(s) already existing in the Lease, the amending provision(s) specifically supersedes the provision(s) or term(s) originally contained in the Lease.

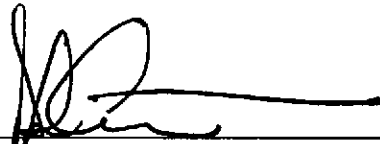
In conjunction with this amendment and correction of the land description, Lessor ratifies, adopts, and confirms the Lease, as amended and corrected, and grants, leases, and lets to Lessee and Lessee's successors and assigns the Corrected Lands for the purposes and upon the terms, conditions, and provisions contained in the Lease as amended.

This amendment and correction to the Lease shall be binding for all purposes on Lessor and Lessee and their respective heirs, personal representatives, successors, and assigns.

This amendment and correction may be executed in multiple counterparts. When executed, counterpart shall be binding on the party signing it, regardless of whether all parties execute this amendment and correction.

This amendment and correction is signed by Lessor as of the date of the acknowledgment of its signature below, but is effective for all purposes as of the Effective Date stated above.

Lessor



RCL Building Partners, L.P.

By: Robert L. Albritton

Title: Chief Executive Officer

THE STATE OF TEXAS §

COUNTY OF Tarrant §

This instrument was acknowledged before me on the 1<sup>st</sup> day of April, 2008, by Robert L. Albritton as Chief Executive Officer of RCL Building Partners, L.P..



Notary Public in and for the State of Texas

My Commission Expires: 1/28/2012